

1 WILLIAM A. MOLINSKI (SBN 145186)  
2 [wmolinski@orrick.com](mailto:wmolinski@orrick.com)  
3 ORRICK, HERRINGTON & SUTCLIFFE LLP  
4 777 South Figueroa Street, Suite 3200  
5 Los Angeles, California 90017  
6 Tel: +1-213-629-2020 / Fax: +1-213-612-2499  
7 ANNETTE L. HURST (SBN 148738)  
8 [ahurst@orrick.com](mailto:ahurst@orrick.com)  
9 ORRICK, HERRINGTON & SUTCLIFFE LLP  
10 405 Howard Street  
11 San Francisco, California 94105-2669  
12 Tel: +1-415-773-5700 / Fax: +1-415-773-5759  
13 E. JOSHUA ROSENKRANZ (*pro hac vice*)  
14 [jrosenkranz@orrick.com](mailto:jrosenkranz@orrick.com)  
15 PETER A. BICKS (*pro hac vice*)  
16 [pbicks@orrick.com](mailto:pbicks@orrick.com)  
17 ELYSE D. ECHTMAN (*pro hac vice*)  
18 [eechtman@orrick.com](mailto:eechtman@orrick.com)  
19 LISA T. SIMPSON (*pro hac vice*)  
20 [lsimpson@orrick.com](mailto:lsimpson@orrick.com)  
21 ORRICK, HERRINGTON & SUTCLIFFE LLP  
22 51 West 52<sup>nd</sup> Street  
23 New York, New York 10019-6142  
24 Tel: +1-212-506-5000 / Fax: +1-212-506-5151  
25 MARK A. LEMLEY (SBN 155830)  
26 [mlemley@durietangri.com](mailto:mlemley@durietangri.com)  
27 MICHAEL PAGE (SBN 154913)  
28 [mpage@durietangri.com](mailto:mpage@durietangri.com)  
29 DURIE TANGRI LLP  
30 217 Leidesdorff Street  
31 San Francisco, California 94111  
32 Tel: +1-415-362-6666  
33 Attorneys for Defendants DISH Network  
34 Corporation, DISH Network L.L.C., EchoStar  
35 Corporation and EchoStar Technologies L.L.C.

20 UNITED STATES DISTRICT COURT  
21 CENTRAL DISTRICT OF CALIFORNIA

22 NBC STUDIOS, LLC; *et al.*,

23 Plaintiffs,

24 v.

25 DISH NETWORK CORPORATION,  
26 DISH NETWORK L.L.C., ECHOSTAR  
27 CORPORATION and ECHOSTAR  
28 TECHNOLOGIES L.L.C.

Defendants.

Case No. CV12-04536-DMG-SHx

**POST-STAY JOINT  
SCHEDULING CONFERENCE  
REPORT PER RULE 26(F)**

1        The parties hereby submit their Joint Rule 26(f) Conference Report pursuant  
 2 to Federal Rules of Civil Procedure Rule 26(f), Local Rule 26-1, and this Court's  
 3 Order dated June 16, 2014, entitled Scheduling Meeting of Counsel [Fed. R. Civ. P.  
 4 16, 26(f)]. Docket No. 66. The meeting and conference pursuant to Rule 26 was  
 5 conducted on June 23, 2014, and was attended by Patricia Benson, on behalf of  
 6 plaintiffs NBC Studios LLC, Universal Network Television LLC, Open 4 Business  
 7 Productions LLC, and NBCUniversal Media, LLC (collectively, "Plaintiffs" or  
 8 NBCUniversal), and by William A. Molinski and Melanie D. Phillips, on behalf of  
 9 defendants DISH Network Corporation and DISH Network L.L.C., EchoStar  
 10 Corporation, and EchoStar Technologies L.L.C. (collectively, "Defendants")  
 11 (Plaintiffs and Defendants are collectively referred to herein as the "parties.")

12

13 **I. NEUTRAL STATEMENT OF THE CASE**

14        Plaintiffs assert claims for direct and indirect copyright infringement against  
 15 Defendants. Plaintiff NBCUniversal Media, LLC also alleges that DISH Network  
 16 L.L.C. has breached the terms of its Retransmission Agreement with NBCUniversal  
 17 Media, LLC and has breached the covenant of good faith and fair dealing implied in  
 18 the Retransmission Agreement. Defendants deny the allegations of copyright  
 19 infringement and Defendant DISH Network L.L.C. denies that it has breached the  
 20 Retransmission Agreement.

21

22 **II. MATTERS TO BE ADDRESSED PURSUANT TO RULE 26(f) AND**  
**THE MEETING OF COUNSEL ORDER**

23        **A. Rule 26(a) Disclosures**

24        The Rule 26(a) disclosures were made on Friday, September 21, 2012.

25

26        **B. Discovery Plan**

27        **NBCUniversal's Position:** NBCUniversal proposes that there should be a

1 single cut-off date for all fact discovery. The cut-off for fact and expert discovery  
 2 should be the dates set forth in Plaintiff's Schedule A, attached hereto. The sole  
 3 limit on the number of witnesses either side can depose on any particular claim  
 4 should be as provided by the Federal Rules of Civil Procedure.

5 In contrast, Defendants' have set forth below an overreaching and  
 6 inappropriate proposal that would arbitrarily cut off **all** of NBCUniversal's  
 7 affirmative discovery on copyright issues (including depositions and all forms of  
 8 written discovery) a scant **two weeks** after of the Scheduling Conference, but would  
 9 give Defendants almost **one year** to conduct discovery of any kind on their  
 10 affirmative defenses to NBCUniversal's copyright claims.<sup>1</sup> Defendants effectively  
 11 seek to preclude NBCUniversal from taking any affirmative discovery on its  
 12 copyright claims and to prevent NBCUniversal from making a motion to compel if  
 13 Defendants failed to comply with their discovery obligations – as pending motions  
 14 to compel in the Fox and CBS cases indicate Defendants repeatedly have done.

15 Defendants also seek to limit NBCUniversal to three depositions on its  
 16 breach of contract claims – an arbitrary number for which Defendants offer no  
 17 justification. In contrast, Defendants would have no limit whatsoever on the  
 18 number of depositions they can take on the contract claims (or any other subject, for  
 19 that matter) apart from the limitations imposed by the Federal Rules of Civil  
 20 Procedure.

21 In the following paragraphs, NBCUniversal discusses why Defendants'  
 22 proposed discovery plan is inappropriate and based on misleading arguments.

23 Defendants want **all** of NBCUniversal's discovery on its copyright claims to  
 24 be cut off on August 5, 2014 simply because that date is the close of fact discovery  
 25 in the Fox and CBS cases (respectively, *Fox Broadcasting Company, Inc., et al. v.*

26 <sup>1</sup> Defendants' counsel never discussed their "Proposed Discovery Plan" with  
 27 NBC's counsel during the meeting of counsel on June 23, 2014. The proposal  
 28 appeared for the first time in a draft of this Joint Report that Defendants did not  
 send to NBC's counsel until 2:20 p.m. on July 2, 2014 – the day before the Joint  
 Report was due.

1 *DISH Network L.L.C., et al.*, No. 12-CV-04529-DMG (SHx), and *DISH Network*  
 2 *L.L.C. v. American Broadcasting Companies, et al.*, No. 12 Civ. 4155 (LTS)  
 3 (KNF)), and some of the copyright issues in the three cases overlap. In taking this  
 4 position, Defendants purport to rely on this Court's Order, entered pursuant to the  
 5 parties' stipulation, continuing a temporary stay of this case pending final  
 6 resolution of Fox's appeal of the denial of its motion for preliminary injunction.<sup>2</sup>  
 7 The Court's Order provides no support for Defendants' position whatsoever, and  
 8 Defendants' assertion to the contrary takes language in the Order entirely out of  
 9 context.

10       Even before the stay went into effect, the plaintiff networks (including  
 11 NBCUniversal) and Defendants informally agreed that, to avoid duplication,  
 12 counsel for all plaintiffs could participate in the deposition of a Defendant-witness  
 13 noticed in any one case concerning issues common to all cases. The Parties further  
 14 agreed that the plaintiffs could use the transcript of that deposition regardless of  
 15 which plaintiff had noticed the deposition. Thus, no Defendant-witness would have  
 16 to be deposed more than once on the same issues. The Plaintiffs so agreed even  
 17 though discovery in the various cases was never formally coordinated. The parties  
 18 also agreed that documents produced by Defendants in any one case, which  
 19 documents related to issues common to all cases, would be produced to, and could  
 20 be used in, any of the other cases, so that the plaintiffs in the various cases would  
 21 not have to serve (and Defendants would not have to respond to) duplicative  
 22 document requests.

23       Thereafter, this case was stayed. Subsequently, the parties began discussing  
 24 a continuance of the stay. In the course of those discussions, Defendants expressed  
 25 two concerns. First, because NBCUniversal could not participate in depositions  
 26 during the stay, Defendants did not want NBCUniversal to use the stay as a vehicle

27       <sup>2</sup> Dish both affirmatively supported the original request for a stay (*see* ECF No. 58  
 28 at 3:6-10, ECF No. 62 at 2: 18-19) and affirmatively requested that the stay be  
 continued. *See* ECF No. 62 (Joint Stipulation Re Continuance of Stay).

1 for claiming the right, after the stay was lifted, to depose Defendant-witnesses who  
 2 had already been deposed in one of the other cases on issues common to all cases.  
 3 Accordingly, NBCUniversal agreed that, after the stay was lifted, it would not re-  
 4 depose any Defendant-witness on issues s/he had already testified about in one of  
 5 the other cases, but instead would rely on the deposition transcript, provided  
 6 Defendants gave NBCUniversal a specified number of days' advance notice of the  
 7 deposition so that NBCUniversal could, if it chose, attend the deposition and  
 8 observe the witness (but not ask questions). The operative language of this Court's  
 9 resulting order (Docket No. 63) was as follows:

- 10       2. Plaintiffs will not take discovery on issues that are duplicative of  
 11 issues on which discovery has been taken in the Fox Litigation or in  
 12 *DISH Network L.L.C. v. American Broadcasting Companies, et al.*,  
 13 No. 12 Civ. 4155 (LTS)(KNF) (S.D.N.Y.) (the "SDNY Litigation").  
 14       3. Plaintiffs will rely on (and, at their option, observe) depositions of  
 Defendants' witnesses taken on the aforesaid duplicative issues during  
 the stay.  
 15       4. For any of Defendants' witnesses whose deposition testimony in  
 the Fox Litigation or the SDNY Litigation Defendants believe will  
 include issues that are duplicative of issues in this case, Defendants  
 shall, within a reasonable time after the scheduling of such witnesses'  
 deposition (but in no event fewer than 5 business days before the  
 scheduled deposition date), notify Plaintiffs of the name of the  
 deponent and the date, time and location of the deposition. If  
 Defendants fail to provide such notice, the prohibitions in paragraphs  
 2 and 3 above shall not apply to that witness.

21       It bears noting that Defendants gave NBCUniversal the required notice of  
 22 exactly one (1) deposition while the stay was in effect.

23       Second, Defendants had agreed to provide plaintiffs in all cases with  
 24 documents they had produced in any one case. But Defendants did not want to  
 25 produce such documents to NBCUniversal during the stay, because NBCUniversal  
 26 had not yet produced documents to Defendants. Defendants asserted it would be  
 27 unfair for NBCUniversal to receive documents from Defendants before Defendants  
 28 received documents from NBCUniversal. Therefore, NBCUniversal agreed that,

1 while the stay was in effect, Defendants would not produce the documents to  
2 NBCUniversal until after the stay was lifted. Id at ¶ 5. In an eleventh hour  
3 insertion that Defendants added to this Report barely an hour before it was filed,  
4 Defendants assert below that NBCUniversal has refused to accept its production of  
5 documents. That is blatantly untrue. NBCUniversal is willing to accept production  
6 of all documents previously produced. However, NBCUniversal was unwilling to  
7 agree to DISH's unwarranted "Outside Counsel Only" designation as to one  
8 category of documents—AutoHop usage data—that DISH chose to produce to all  
9 parties **today** — unless Dish agrees that NBCUniversal outside counsel's analyses  
10 of that information can be shared with NBCUniversal's in-house counsel. DISH  
11 has not responded to that proposal, choosing instead to egregiously mischaracterize  
12 the events.

13 The foregoing two agreements were embodied in the parties' joint stipulation  
14 to continue the stay (ECF No. 62) and in the proposed Order thereon that the parties  
15 presented to this Court (ECF No. 63). However, the parties never discussed, much  
16 less agreed, that simply because Fox or CBS or ABC deposed a particular  
17 Defendant-witness on a particular copyright issue during the stay, NBCUniversal  
18 would be prohibited from taking any other discovery whatsoever on that issue after  
19 the stay was lifted – whether in the form of an interrogatory about the issue, a  
20 request for admission about the issue, or the deposition of another witness that  
21 neither Fox nor CBS nor ABC had chosen to depose. Yet that is the interpretation  
22 of the Stipulation and Order that Dish appears to be urging on this Court. It is  
23 neither an interpretation that was intended nor one that makes sense.

24 NBCUniversal will not duplicate discovery by re-depositing any Defendant-  
25 witness on issues about which s/he already has testified, and it will not serve new  
26 discovery requests that are duplicative of requests served by plaintiffs in either of  
27  
28

1 the other cases.<sup>3</sup> But NBCUniversal has the absolute right to make its own strategic  
 2 decisions about what discovery to take on its copyright claims. NBCUniversal  
 3 cannot be precluded from taking depositions of Defendant-witnesses who  
 4 NBCUniversal believes have relevant and important information on the copyright  
 5 issues, but who Fox, CBS and/or ABC, for their own strategic reasons, chose not to  
 6 depose. Nor can NBCUniversal be precluded from propounding interrogatories or  
 7 requests for admission on copyright issues simply because Fox or CBS or ABC  
 8 asked a deposition witness a question on the same issue.

9

10 **Defendants' Position:** As the Court is aware, the claims and issues in this  
 11 action substantially overlap with the claims and issues in the related cases pending  
 12 both before this Court, captioned *Fox Broadcasting Company, Inc., et al. v. DISH*  
 13 *Network L.L.C., et al.*, No. 12-CV-04529-DMG (SHx), and in the Southern District  
 14 of New York captioned *DISH Network L.L.C. v. American Broadcasting*  
 15 *Companies, et al.*, No. 12 Civ. 4155 (LTS) (KNF) (the “SDNY litigation”). In  
 16 seeking the stay, NBCUniversal acknowledged that the Fox Action “involves  
 17 claims and issues that are substantially identical to those in this lawsuit” and  
 18 NBCUniversal’s counsel confirmed in a declaration that “[b]oth this case and the  
 19 Fox case involve claims and issues that are, at a minimum analogous, and in certain  
 20 significant respects, identical.” Docket Nos. 58 and 58-2. As the Court recognized  
 21 in its stay order, this overlap, and the fact that discovery has been proceeding in  
 22 those related actions during the stay, have significant implications for discovery in  
 23 this action.

24 First, as to NBCUniversal’s affirmative discovery on its copyright claims, the  
 25 Court ordered that “Plaintiffs will not take discovery on issues that are duplicative

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26 <sup>3</sup> DISH attempts to mischaracterize NBCUniversal’s position regarding non-  
 27 duplicative discovery. NBCUniversal does not contend it is only prohibited  
 28 from asking the same questions of the same witnesses. As noted above, it will  
 not seek to re-depose any witness on issues about which s/he already has  
 testified, nor will it serve duplicative discovery requests

1 of issues on which discovery has been taken in the Fox Litigation or in [the SDNY  
 2 Litigation].” Docket No. 63. Instead, the Court ordered that “Plaintiff will rely on  
 3 (and, at their option, observe) depositions of Defendants’ witnesses taken on the  
 4 aforesaid duplicative issues during the stay” and that “Defendants will produce to  
 5 Plaintiffs the same documents that they produce in the Fox Litigation and the  
 6 SDNY Litigation relating to such issues after the stay has been lifted.” *Id.* Given  
 7 the overlap in issues between the actions and the extensive discovery taken on these  
 8 overlapping copyright issues in the Fox and SDNY actions, this means that much of  
 9 the discovery on the copyright issues is now done.

10 Pursuant to the order of this Court, that “Defendants will produce to  
 11 Plaintiffs *the same documents* that they produced in the Fox Litigation and the  
 12 SDNY Litigation relating to such [duplicative] issues after the stay has been lifted,”  
 13 Defendants were prepared to provide NBCUniversal with a complete production of  
 14 the documents relating to the duplicative issues that it had produced to the networks  
 15 in the related action. Dkt. No. 63 (emphasis added). However, NBCUniversal’s  
 16 counsel objected to the inclusion of documents designated “Outside Litigation  
 17 Counsel Only,” which were so designated by Defendants based on agreements with  
 18 Fox or CBS, and refused the production.

19 Additionally, DISH has provided notice to NBCUniversal of all depositions  
 20 of DISH witnesses noticed in the related actions in advance, so that NBCUniversal  
 21 may either observe or participate in those depositions. Accordingly, DISH’s  
 22 position is that fact discovery should close for NBCUniversal’s affirmative  
 23 discovery on its copyright claims when fact discovery closes on both Fox’s and  
 24 CBS’s claims on August 5, 2014.

25 NBC’s interpretation of its agreement to be bound by discovery on the  
 26 common issues is unreasonable. According to NBC it only agreed not to ask the  
 27 exact same question of the exact same witness that was asked by another witness.  
 28 In essence, NBC now asks to have its cake at eat it too – armed with all of the

1 discovery already taken by Fox, CBS, and ABC, NBC now seeks to have a year to  
 2 burden DISH with discovery on the same issues that have already been thoroughly  
 3 covered.

4 As to DISH's defensive discovery on NBCUniversal's copyright claims,  
 5 NBCUniversal has not yet produced any documents in this case on either the  
 6 copyright or contract issues. DISH has requested that NBCUniversal promptly  
 7 begin its production of documents and the parties have been exploring ways to  
 8 avoid disputes over the documents and information NBCUniversal is required to  
 9 produce by benefitting from the meet-and-confer efforts in the Fox and SDNY  
 10 Actions.

11 As to both affirmative and defensive discovery on NBCUniversal's contract  
 12 claims, which is the only issue that does not directly overlap with the other actions,  
 13 both parties will now continue the discovery that was started prior to the stay. At  
 14 the time of the stay, both sides had propounded discovery on each other and the  
 15 parties were in the process of meeting and conferring over those requests.

16 ***1. Proposed Modification of the Discovery Rules***

17 **Plaintiffs' Position:** There should be no modification of the discovery rules  
 18 set forth in the Federal Rules of Civil Procedure, provided that NBCUniversal  
 19 agrees it will not depose any Dish witness on any subject that said witness has  
 20 already been questioned about in his/her deposition taken in the Fox or CBS case.

21 Defendants' assertion that "there is no need for more than three additional  
 22 depositions" is based on nothing more than its own *ipse dixit*. Defendants do not  
 23 have the right to dictate how many depositions its adversary "needs," nor what  
 24 subjects Defendants may depose a witness about (subject to the above proviso).

25 **Defendants' Position:** DISH proposes that NBCUniversal be permitted no  
 26 more than three depositions on the remaining non-duplicative issues (i.e., the  
 27 contract claims). Given that NBCUniversal obtains the benefit of depositions taken  
 28

1 in the Fox and SDNY Actions on copyright issues, there is no need for more than  
2 three additional depositions in this action.

3

4           2.     *Subjects for Discovery*

5           The parties' proposed discovery schedule is set forth in the format required  
6 by the Meeting of Counsel Order in the attached Exhibit "A." The parties  
7 anticipate the need to take written discovery and depositions on the following  
8 subjects.

9           **By Plaintiffs:**

10          Plaintiffs expect to take written discovery, and fact and/or expert depositions,  
11 related to at least the following subjects:

- 12           1.     Defendants' alleged infringement of Plaintiffs' works.  
13           2.     Defendants' breaches of contract and other alleged wrongful actions.  
14           3.     The claims set forth in the Complaint and in any supplemental or  
15           amended complaint.  
16           4.     The basis of each of Defendants' affirmative defenses.

17           **By Defendants:**

18          Defendants expect to take written discovery, and fact and/or expert  
19 depositions, related to at least the following subjects:

- 20           1.     Plaintiffs' claims and allegations set forth in the amended complaint;  
21           2.     Fair use and other affirmative defenses;  
22           3.     Plaintiffs' allegations of irreparable harm;  
23           4.     Plaintiffs' damages claims

24

25           **Joint:**

26          The parties reserve their right to serve discovery on additional topics as they  
27 arise.

28

### **3. *Electronically Stored Information***

The parties have already agreed to a limited ESI protocol in their joint scheduling conference report, which should continue to apply in this case. Docket No. 39. In addition, Defendants propose that the parties abide by the ESI protocol ordered by the Court in the Southern District of New York.

## **Plaintiffs' Position:**

7 Plaintiffs are uncertain which ESI protocol was “ordered” by the Court in the  
8 Southern District of New York, and propose that the counsel meet and confer no  
9 later than July 17, 2014 to review that “protocol” and determine whether revisions  
10 need to be made. During the parties’ meet and confer in connection with this Joint  
11 Report, Plaintiffs’ counsel asked Defendants’ counsel to send both the ESI protocol  
12 that had been agreed to in the New York case and the ESI protocol that had been  
13 agreed to in the Fox case, so that Plaintiffs could decide which worked better for  
14 their counsel’s technology platform. Defendants’ counsel said they would do so.  
15 They did not. Instead they sent two separate ESI orders from the New York case,  
16 and now – in a last minute section added below **after** Defendants had already  
17 provided Plaintiffs with their position on the ESI topic and Plaintiffs had inserted  
18 their portion– Defendants falsely contend that “NBCU agreed to and is a signatory  
19 to **the** ESI protocol issued by the Court in the SDNY Action.” (emphasis added).  
20 In fact, NBCU was a signatory **only** to an initial submission filed in the SDNY  
21 Action on December 12, 2012. That initial submission contained only general  
22 agreements -- such as that text messages, instant messages and voicemail messages  
23 need not be preserved or collected -- but expressly stated that the parties were  
24 continuing to discuss the specifics of an ESI protocol, including date ranges,  
25 number and identity of custodians, the use of keyword search terms, and “the  
26 technical specifications for the form of production, including the extracted data  
27 fields to be produced and other technical parameters of production.” On May 14,  
28 2013, the Court in the SDNY Action issued an order pursuant to a stipulated

1 Amendment to the initial submission. That Amendment contained three pages of  
 2 technical specifications regarding the form of production. NBCUniversal was **not** a  
 3 signatory to that 2013 Amendment, because the NBCUniversal part of the SDNY  
 4 Action had long since been transferred to this Court.

5 NBCUniversal still would like to see the ESI protocol that was agreed to in  
 6 the Fox Action pending before this Court, so that it can determine whether the  
 7 technical specifications in that protocol are better suited to the technology used by  
 8 NBCUniversal's litigation counsel. Defendants for some reason seem unwilling to  
 9 share that information, and instead want to foist upon NBCUniversal specifications  
 10 agreed to by other counsel, who may use other technology platforms, without  
 11 giving NBCUniversal's counsel any say-so whatsoever in the protocol that is used.

12 **Defendants' Position:**

13 NBCUniversal's assertion that it does not know what ESI protocol was  
 14 ordered by the Court in the SDNY Action and that it needs time to determine  
 15 whether revisions to such protocol are necessary is another example of  
 16 NBCUniversal trying to take a second bite of the apple. **NBCUniversal agreed to**  
**17 and is a signatory to the ESI protocol issued by the Court in the SDNY Action**  
 18 (and DISH has provided NBC with a copy of the protocol as part of the discussions  
 19 prior to the filing of this report). Given its previous assent to the protocol, and  
 20 DISH's adherence to it in the intervening two years, NBC should be bound to honor  
 21 it now.

22

23 **4. Privileges**

24 On July 25, 2012, the parties stipulated to a proposed protective order to  
 25 protect the confidentiality of the documents and things produced during this action.  
 26 Docket No. 23. On July 26, 2012, Magistrate Judge Frederick F. Mumm approved  
 27 the stipulated proposed protective order, with certain changes, and entered it as an  
 28 order of the Court. Docket No. 27.

1       On June 24, 2014, the parties stipulated to an amended proposed protective  
2 order. Docket No. 67. On June 25, 2015, Magistrate Stephen J. Hillman approved  
3 the stipulated amended proposed protective order, and entered it as an order of the  
4 Court. Docket No. 68.

5

6       **C. Motion Schedule**

7       The parties anticipate that they may file motions for summary judgment or  
8 summary adjudication, upon close of fact discovery. The deadlines for filing such  
9 dispositive motions and other motions are set forth in Exhibit A.

10

11       **D. Amendment and Additional Parties**

12       **Plaintiffs' Position:**

13       Plaintiffs anticipate moving pursuant to Rule 15 within the time provided in  
14 Schedule A for permission to file a supplemental complaint to allege breaches of a  
15 retransmission agreement, effective as of January 1, 2013, entered into by certain of  
16 the parties after the Complaint was filed, and to add additional claim(s) for breach  
17 of contract with respect to that agreement. Plaintiffs also intend to supplement their  
18 Complaint to allege additional infringements of their copyrighted works that  
19 occurred after the filing of their Complaint.

20       **Defendants' Position:**

21       Defendants reserve all rights to oppose the filing of an amended complaint  
22 involving a completely separate and new agreement.

23

24       **E. Settlement and Settlement Mechanism**

25       The parties have discussed generally the topic of settlement and are amenable  
26 to private mediation.

27

28

1                   **F. Trial Estimate**

2                   The parties jointly estimate a 10-day trial. Proposed dates for the final  
3 pretrial conference and for trial are set forth in the proposed case schedule at  
4 Exhibit "A."

5  
6                   **G. Bifurcation**

7                   At this time, the parties do not have any proposals regarding severance,  
8 bifurcation, or other ordering of proof, but reserve their right to raise any proposals  
9 in the future, whether by stipulation or motion.

10  
11                  **III. PROPOSED DISCOVERY SCHEDULE**

12                  The parties propose the respective discovery schedules set forth at Exhibit  
13 "A."

14  
15                  **IV. MATTERS TO BE ADDRESSED PURSUANT TO LOCAL RULES**

16                  **A. Complex Case**

17                  The parties do not believe this is a complex case or that the procedures of the  
18 Manual For Complex Litigation should be utilized.

19  
20                  **B. Motion Schedule**

21                  *See paragraph II.C, supra.*

22  
23                  **C. Settlement and Settlement Mechanism**

24                  *See paragraph II.E, supra.*

25  
26                  **D. Trial Estimate**

27                  *See paragraph II.F, supra.*

1                   **E. Additional Parties**

2                   *See paragraph II.D, supra.*

4                   **F. Expert Witnesses**

5                   The parties' proposals concerning the timing of expert witness disclosures  
6 and reports under Rule 26(a)(2) are set forth at Exhibit "A."

8                   **G. Amendment of Pleadings**

9                   *See paragraph II.D, supra.*"

10                  Dated:       July 10, 2014

11                  Mitchell, Silberberg & Knupp LLP

12                  By: /s/ - Patricia H. Benson  
13                   PATRICIA H. BENSON  
14                   Attorneys for Plaintiffs  
15                   NBC Studios LLC, Universal  
16                   Netowrk Television LLC, Open 4  
17                   Business Productions LLC, and  
18                   NBCUniversal Media, LLC

19                  Dated:       July 10, 2014

20                  Orrick, Herrington & Sutcliffe LLP

21                  By: /s/ - William A. Molinski  
22                   WILLIAM A. MOLINSKI  
23                   Attorneys for Defendants  
24                   DISH Network Corporation, DISH  
25                   Network L.L.C., EchoStar  
26                   Corporation and EchoStar  
27                   Technologies L.L.C.

28                  Pursuant to L.R. 5-4.3.4(a)(2), I attest that all other signatories listed, and on  
29                  whose behalf this filing is submitted, concur in the filing's content and have  
30                  authorized the filing.

## Exhibit A

MATTER	JOINT REQUESTED DATE or PLNTF/DEFT REQUESTED DATE	TIME
TRIAL [X] Court [ ] Jury Duration Estimate: 10 Days  DISH demands a jury trial	July 14, 2015 (Plaintiffs) December 15, 2015 (Defendants) (Tuesday)	8:30 a.m.
FINAL PRETRIAL CONFERENCE ("FPTC") 4 wks before trial	June 16, 2015 (Plaintiffs) November 17, 2015 (Defendants) (Tuesday)	2:00 p.m.

MATTER	TIME COMPUTATION	JOINT REQUESTED DATE or PLNTF/DEFT REQUESTED DATE
Amended Pleadings and Addition of Parties Cut-Off	90 days after scheduling conference	<b>Plaintiffs:</b> October 10, 2014 <b>Defendants:</b> August 1, 2014
Non-Expert Discovery Cut-Off (includes hearing on discovery motions)	At least 10 wks before FPTC	<b>Plaintiffs:</b> All non-expert discovery: March 10, 2015 <b>Defendants:</b> NBC's affirmative discovery on overlapping copyright claims: August 5, 2014 All other discovery: June 5, 2015
Initial Expert Disclosure & Report Deadline	At least 9 wks before FPTC	<b>Plaintiffs:</b> April 14, 2015 <b>Defendants:</b> July 3, 2015
Rebuttal Expert Disclosure & Report Deadline	At least 5 wks before FPTC	<b>Plaintiffs:</b> May 12, 2015 <b>Defendants:</b> July 31, 2015
Reply Expert Disclosures	N/A	<b>Plaintiffs:</b> Plaintiffs submit that the rules do not contemplate "reply" designations and that they are in any event inappropriate in this case. <b>Defendants:</b> August 21, 2015

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
MATTER	TIME COMPUTATION	JOINT REQUESTED DATE or PLNTF/DEFT REQUESTED DATE
Expert Discovery Cut-Off (includes hearing of discovery motions)	At least 3 wks before FPTC	<b>Plaintiffs:</b> May 26, 2015 <b>Defendants:</b> September 11, 2015
Motion Cut-Off, including Dispositive Motions (filing deadline)	At least 8 wks before FPTC	<b>Plaintiffs:</b> March 17, 2015 <b>Defendants:</b> September 21, 2015
Settlement Conference Completion Date	At least 4 wks before FPTC	<b>Plaintiffs:</b> May 19, 2015 <b>Defendants:</b> October 19, 2015
Motions in Limine Filing Deadline	At least 3 wks before FPTC	<b>Plaintiffs:</b> May 26, 2015 <b>Defendants:</b> October 19, 2015
Opposition to Motion in Limine Filing Deadline	At least 2 wks before FPTC	<b>Plaintiffs:</b> June 2, 2015 <b>Defendants:</b> November 2, 2015